## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000297048 Adaptive Communications LLC 230 Commerce Way Ste 100 Portsmouth NH 03801 United States

Contract ID	Page
000000000000000000017895	1 of 5
Contract Dates	Origin
07/16/2010 to 08/30/2015	CPŠ
Description:	Contract Maximum
NETWORKING EQUIPMENT & SER	VICE \$9,999,999.00
Buyer Name Buyer Phone	Contract Status
Stephen A Fazekas	Approved

#### Phone #:

Line	# Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		JUNIPER NETWORKS HARDWARE & SOFTWAR	E EA	0.00100	0.00	0.00
		S HARDWARE & SOFTWARE PRODUCTS S MAINTENANCE / SUPPORT	- 42% OFF LIST PRICE - AT LIST PRICE			
2		SERVICE- INSTALLATION, PRE & POST SALES SUPPORT, AND MISC SERVICES	EA	0.00100	0.00	0.00

SUPPORT SERVICE: RATES APPLY FOR BOTH JUNIPER NETWORKS AND ARUBA NETWORKS. SERVICE IS AVAILABLE FOR ROUTING & SWITCHING SERVICES, DESIGN SERVICES, VPN & SECURITY SERVICES, AND WIRELESS LAN SERVICES.

RESOURCE HOURLY RATE AFTER HOURS RATE

ROUTING AND SWITCHING SPECIALIST \$225. /HR \$275. /HR
DESIGN SPECIALIST \$250. /HR \$300. /HR
VPN & SECURITY SPECIALIST \$200. /HR \$250. /HR
VOICE & VIDEO SPECIALIST N/A N/A
WIRELESS LAN SPECIALIST \$225. /HR \$275. /HR

3 ARUBA NETWORKS HARDWARE & SOFTWARE EA 0.00100 0.00 0.00

ARUBA NETWORKS HARDWARE & SOFTWARE PRODUCTS - 30% OFF LIST PRICE ARUBA NETWORKS MAINTENANCE / SUPPORT - AT LIST PRICE (SEVERAL ARUBA PRODUCTS INCLUDE A LIFETIME WARRANTY)

#### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT TERM: CONTRACT IS WRITTEN FOR AN INITIAL TWO YEAR TERM WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE YEAR TERMS. THE INITIAL CONTRACT PERIOD IS JULY 16, 2010 TO JULY 31, 2012.

#### PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTORMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE-LONGER LEADTIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM)

THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

- 2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- 3. ORDERING SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE STATE WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.
- 4. THE CONTRACTOR MUST MAINTAIN THEIR PARTNERSHIP CERTIFICATION LEVELS AS A CONDITION OF THIS CONTRACT. FOR JUNIPER: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF" ESP ELITE" (TYPE OF CERTIFICATION IS ESP, ENTERPRISE SOLUTION PROVIDER, AND THE LEVEL IS "ELITE").

  FOR ARUBA: CONTRACTOR WILL MAINTAIN THEIR CERTIFICATION LEVEL OF "PLATINUM"

  THE STATE CONTRACT MAINTAIN THEIR CURRENT LEVEL OF CERTIFICATION THE STATE MAY TERMINATE THIS CONTRACT.

## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000297048 Adaptive Communications LLC 230 Commerce Way Ste 100 Portsmouth NH 03801 United States

Contract ID	Page
000000000000000000017895	2 of 5
Contract Dates	Origin
07/16/2010 to 08/30/2015	CPŠ
Description:	Contract Maximum
NETWORKING EQUIPMENT & SER'	VICE \$9,999,999.00
Buyer Name Buyer Phone	Contract Status
Stephen A Fazekas	Approved

#### Phone #:

Line # Item ID Item Desc UOM Price Qty Amt

5. WHEN THE CONTRACTOR PERFORMS NETWORK RELATED SERVICES , THE CONTRACTOR WILL BE REQUIRED TO MEET
REQUIREMENTS ON AN AGREED TO CUSTOMER "STATEMENT OF WORK" (SOW). THE CONTRACTOR WILL MEET THE REQUIREMENTS OF
THE SOW TO AN ACCEPTANCE QUALITY LEVEL (AQL) OF 100%. THE CUSTOMER WILL DETERMINE THE ACCEPTABILITY OF WORK
AND ANY FAILURE ON THE PART OF THE CONTRACTOR TO MEET THE REQUIREMENTS OF THE SOW WILL BE REPORTED TO THE
STATE CONTRACT MANAGER. THE CONTRACTORS NETWORK RELATED SERVICES PERFORMANCE WILL BE REVIEWED IN PERIODIC
CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

RFQ DATED March 01, 2010 AND RESPONSE TO RFQ DATED MARCH 25, 2010 ARE MADE AS PART OF THIS CONTRACT

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/08/2009 AND ATTACHMENT D; STATE OF VERMONT COMMODITY PURCHASES TERMS AND CONDITIONS DATED 01/08/2009 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES. INVOICE DETAIL WILL INCLUDE THE FOLLOWING INFORMATION: DESCRIPTION, MODEL, VERSION, and SERIAL NUMBER; FOR OPTIONAL MAINTENANCE SUPPORT PRODUCTS, CONTRACTOR WILL INCLUDE DETAILS FOR SERVICE/SUPPORT THAT IS TIED TO A SPECIFIC PIECE OF HARDWARE, AND INVOICE WILL NDICATE THE SUPPORT PACKAGE EXPIRATION DATES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END FO THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 \*\* REPORT DUE: APRIL 15

REPORTING PERIOD: APRIL 1 - JUNE 30 \*\* REPORT DUE: JULY 15

## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000297048 Adaptive Communications LLC 230 Commerce Way Ste 100 Portsmouth NH 03801 United States

Contract ID	Page		
000000000000000000017895	3 of 5		
Contract Dates	Origin		
07/16/2010 to 08/30/2015	CPŠ		
Description:	Contract Maximum		
NETWORKING EQUIPMENT & SERVICE \$9,999,999.00			
Buyer Name Buyer Phone	Contract Status		
Stephen A Fazekas	Approved		

#### Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
DEDODTING DEDIOD:	IIII V 4 CEDTEMPED 20 ** DEDORT DUE: OCTOBED 45			-	

REPORTING PERIOD: JULY 1 - SEPTEMBER 30 \*\* REPORT DUE: OCTOBER 15 REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 \*\* REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME TERMS AND CONDITIONS,

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.
PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER / PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

CONTACT INFORMATION: TO PLACE ORDERS OR REQUEST INFORMATION. CONTACT - DOUG HART AT 617-549-5850 dhart@adaptcom.com
COMPANY INFORMATION CAN BE FOUND AT www.adaptcom.com

AMENDMENT #1 - DATE 07/11/2012 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JULY 31, 2013 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 07/01/12 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SUPERSEDED ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/08/09 OR 01/10/11 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 12/05/08.

AMENDMENT #2 - DATE 07/15/2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO JULY 31, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

## State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000297048 Adaptive Communications LLC 230 Commerce Way Ste 100 Portsmouth NH 03801 United States

Contract ID	Page
000000000000000000017895	4 of 5
Contract Dates	Origin
07/16/2010 to 08/30/2015	CPŠ
Description:	Contract Maximum
NETWORKING EQUIPMENT & SE	RVICE \$9,999,999.00
Buyer Name Buyer Phone	Contract Status
Stephen A Fazekas	Approved

#### Phone #:

Line # Item ID Item Desc UOM Price Qty Amt

ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

AMENDMENT #3 - 07/22/2014 - THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO JANUARY 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

AMENDMENT #4 - 01/30/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF MARCH 31, 2015 UNDER THE SAME PRICING.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

AMENDMENT #5 - 03/09/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF JUNE 30, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT #6 - 06/30/2015 - THE STATE IS HEREBY EXTENDING THIS CONTRACT TO A PERIOD OF PERFORMANCE OF AUGUST 30, 2015 UNDER THE SAME PRICING.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED MARCH 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

Stephen Fazekas
Technology Procurement Administrator
Office of Purchasing & Contracting
10 Baldwin Street
Montpelier, VT 05633-7501
E-Mail: Stephen.Fazekas@state.vt.us
Phone:802-828-2210
Fax:802-828-2222

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000297048 Adaptive Communications LLC 230 Commerce Way Ste 100 Portsmouth NH 03801 **United States** 

Contract ID		Page
0000000000000000	000017895	5 of 5
Contract Dates	Ori	gin
07/16/2010 to 08/3	0/2015 CP	Š
Description:	Co	ntract Maximum
NETWORKING EQL	JIPMENT & SERVICE	\$9,999,999.00
Buyer Name	Buyer Phone Co	ntract Status
Stephen A Fazekas	An	proved

Phone #:		
Line # Item ID Item Desc WE THE UNDERSIGNED PARTIES AGREE TO	Unit Max UOM Price Qty BE BOUND BY THIS CONTRACT	Max Amt
By the STATE of VERMONT	By the CONTRACTOR	
Date:	Date:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Email:	Email:	